

SECOND PROMISSORY NOTE
Silent Second Loan Program - Lease Purchase

NOTICE

**THIS DOCUMENT CONTAINS PROVISIONS PROHIBITING
UNAUTHORIZED TRANSFERS SECURED BY A DEED OF TRUST
ON RESIDENTIAL PROPERTY**

Loan No. _____

\$ _____, 20 _____

FOR VALUE RECEIVED, the undersigned, _____,
_____, ("Borrower") hereby promises to pay to the
order of _____
("Lender"), or holder of this Second Promissory Note ("Second Note") as further provided
herein, a principal amount equal to \$ _____ with simple interest at the rate
of _____ % per annum on the unpaid principal balance from the date hereof until paid.
The obligation of Borrower with respect to this Second Note is secured by that certain deed
of trust entitled "Permanent Deed of Trust with Assignment of Rents, Security Agreement
and Fixture Filing" executed by Borrower contemporaneously herewith.

1. Borrower's Obligation. This Second Note evidences Borrower's obligation to
Lender for the repayment of funds loaned to finance the purchase of that certain real property
("Property") described in the Second Deed of Trust.

2. Occupancy. Borrower, or Borrower's Lessor in a Lease Purchase Program
approved by Lender, shall occupy the Property as Borrower's principal place of residence
during the term of this Note.

3. Loan Assumption; Prohibition on Transfer of Interests; Limited Exceptions.
Borrower shall not make any lease, sale, assignment, conveyance or transfer of the Property
in any form, nor any further pledge, encumbrance or mortgaging of the Property, or any part
thereof or interest therein, without the prior written consent of Lender. Lender may decline
to give such consent at Lender's sole discretion. No transfer of the Property will be
permitted, and no successor-in-interest to Borrower(s) will be permitted to assume
borrower's loan evidenced by this Second Note and secured by the Second Deed of Trust
unless the written consent of Lender to the transfer has been first obtained.

4. Repayment of Loan Principal and Interest. Borrower shall repay to Lender the principal, interest and any other amounts due under this Second Note on the earliest of the following occurrences:

- (a) when the note ("First Note") secured by a deed of trust ("First Deed") of first priority on the Property become due and payable;
- (b) when the First Note is paid in full;
- (c) when the First Note is refinanced or assumed where such assumption is in violation of paragraph 3 hereof; or
- (d) when the Property is sold.

5. Acceleration of Payment. The principal amount of this Second Note, together with any then outstanding accrued interest thereon, shall become immediately due and payable upon the occurrence of any of the following events:

- (a) a default under this Second Note or the Second Deed of Trust;
- (b) a default under the First Note or the First Deed; or
- (c) in the event of any sale, transfer, lease, rental or encumbrance of the Property in violation of paragraph 3 hereof.

Notwithstanding any provision herein to the contrary, this Second Note shall not be accelerated, or otherwise declared to be immediately due and payable pursuant to a due-on-sale clause, where such action would be in violation of applicable federal law.

6. Place and Manner of Payment. All amounts due and payable under this Second Note are payable at the principal office of Lender set forth above, or at such other place or places as Lender may designate to Borrower subsequently in writing.

7. Application of Payments. All payments received on account of this Second Note shall be first applied to accrued interest, and the remainder shall be applied to the reduction of principal.

8. Attorney's Fees. Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Lender in enforcement of this Second Note or the Second Deed of Trust, including specifically any post-judgment fees and expenses.

9. Default and Acceleration. All covenants, conditions and agreements contained in the Second Deed of Trust are hereby made a part of this Second Note, and Borrower agrees that the unpaid balance of the then principal amount of this Second Note, together with all accrued interest thereon and charges owing, shall automatically become immediately due and payable and thereafter until paid bear interest at the rate of twelve percent (12%) per annum, (i) upon Borrower's failure to make any payment hereunder as and when due; (ii) upon Borrower's failure to perform or observe any other term or provision of this Second Note; or (iii) upon the occurrence of any event (whether termed default, event of default or similar term) which, under the terms of the Second Deed of Trust, shall entitle Lender to exercise rights or remedies thereunder.

10. Notices. Except as may be otherwise specifically provided herein, any approval, notice, direction, consent, request or other action by Lender shall be in writing and may be communicated to Borrower at the address of the Property, or at such other place or places as Borrower shall designate to the Lender subsequently in writing. Borrower's ability to receive written notice at an address other than the Property shall in no way excuse Borrower from the obligation to reside in the Property as provided in paragraph 2 above.

11. No Prohibition Against Prepayment. Borrower may prepay this Second Note at any time without penalty.

12. Governing Law. This Second Note shall be construed in accordance with and be governed by the laws of the State of California, and any action to enforce or interpret its terms shall be brought in Sacramento County, California.

13. Severability. If any provision of this Second Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. Time. Time is of the essence in performing the obligations of this Second Note.

15. No Waiver by Lender. No waiver of any breach, default or failure of condition under the terms of the Second Note or Second Deed of Trust shall be implied from any failure of Lender to take, or any delay by Lender in taking, action with respect to such breach, default or failure, or from any previous waiver of any similar or unrelated breach, default or failure. A waiver of any term of the Second Note, Second Deed of Trust, or any of the obligations secured thereby must be made in writing signed by Lender and shall be limited to the express written terms of such waiver.

16. Successors and Assigns. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators successors and assigns of the parties hereto.

Executed at _____, California, as of the date first written above.

_____ Borrower	_____ Borrower
_____ Borrower	_____ Borrower
_____ Borrower	_____ Borrower